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**AMCO INSURANCE COMPANY**

9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**

12 ZARI ESTEGHLAL,

13 Plaintiff,

14 v.

15 AMCO INSURANCE COMPANY,  
16 and DOES 1 to 50

17 Defendants.

**CASE NO.: 5:23-cv-00235-JGB-SP**

**STIPULATED PROTECTIVE  
ORDER**

20 **TO THE COURT, ALL PARTIES AND THEIR RESPECTIVE**  
21 **COUNSEL OF RECORD:**

22 **IT IS HEREBY STIPULATED AND AGREED** to, by and between the  
23 parties to this action, Plaintiff ZARI ESTEGHLAL (“Plaintiff”) and Defendant  
24 AMCO INSURANCE COMPANY (“Defendant”), through their respective  
25 attorneys of record, that certain documents produced in connection with discovery  
26 proceedings in this action shall be subject to the following confidentiality agreement  
27 (the “Agreement”):  
28

1       **1. A. PURPOSES AND LIMITATIONS**

2           Discovery in this action is likely to involve production of confidential,  
3       proprietary, or private information for which special protection from public  
4       disclosure and from use for any purpose other than prosecuting this litigation may  
5       be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6       enter the following Stipulated Protective Order. The parties acknowledge that this  
7       Order does not confer blanket protections on all disclosures or responses to  
8       discovery and that the protection it affords from public disclosure and use extends  
9       only to the limited information or items that are entitled to confidential treatment  
10      under the applicable legal principles. The parties further acknowledge, as set forth in  
11      Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
12      file confidential information under seal; Civil Local Rule 79-5 sets forth the  
13      procedures that must be followed and the standards that will be applied when a party  
14      seeks permission from the court to file material under seal.

15       **B. GOOD CAUSE STATEMENT**

16           This action is likely to involve trade secrets, non-public confidential  
17      information, and other valuable research, development, commercial, financial,  
18      technical and/or proprietary information for which special protection from public  
19      disclosure and from use for any purpose other than prosecution of this action is  
20      warranted. Such confidential and proprietary materials and information consist of,  
21      among other things, Defendant's confidential claims practices, policies, and/or  
22      procedures, the parties' confidential business or financial information, information  
23      regarding confidential business practices of either party, or other confidential  
24      research, development, or commercial information (including information  
25      implicating privacy rights of third parties), information otherwise generally  
26      unavailable to the public, or which may be privileged or otherwise protected from  
27      disclosure under state or federal statutes, court rules, case decisions, or common  
28      law. Accordingly, to expedite the flow of information, to facilitate the prompt

1 resolution of disputes over confidentiality of discovery materials, to adequately  
2 protect information the parties are entitled to keep confidential, to ensure that the  
3 parties are permitted reasonable necessary uses of such material in preparation for  
4 and in the conduct of trial, to address their handling at the end of the litigation, and  
5 serve the ends of justice, a protective order for such information is justified in this  
6 matter. It is the intent of the parties that information will not be designated as  
7 confidential for tactical reasons and that nothing be so designated without a good  
8 faith belief that it has been maintained in a confidential, non-public manner, and  
9 there is good cause why it should not be part of the public record of this case.

## 10 **2. DEFINITIONS**

11 2.1 Action: This pending lawsuit.

12 2.2 Challenging Party: a Party or Non-Party that challenges the  
13 designation of information or items under this Order.

14 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
15 how it is generated, stored, or maintained) or tangible things that qualify for  
16 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
17 the Good Cause Statement.

18 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
19 their support staff).

20 2.5 Designating Party: a Party or Non-Party that designates information or  
21 items that it produces in disclosures or in responses to discovery as  
22 “CONFIDENTIAL.”

23 2.6 Disclosure or Discovery Material: all items or information, regardless  
24 of the medium or manner in which it is generated, stored, or maintained (including,  
25 among other things, testimony, transcripts, and tangible things), that are produced or  
26 generated in disclosures or responses to discovery.

27 2.7 Expert: a person with specialized knowledge or experience in a matter  
28 pertinent to the litigation who has been retained by a Party or its counsel to serve as

1 an expert witness or as a consultant in this Action.

2       2.8 House Counsel: attorneys who are employees of a party to this Action.  
3 House Counsel does not include Outside Counsel of Record or any other outside  
4 counsel.

5       2.9 Non-Party: any natural person, partnership, corporation, association or  
6 other legal entity not named as a Party to this action.

7       2.10 Outside Counsel of Record: attorneys who are not employees of a party  
8 to this Action but are retained to represent a party to this Action and have appeared  
9 in this Action on behalf of that party or are affiliated with a law firm that has  
10 appeared on behalf of that party, and includes support staff.

11       2.11 Party: any party to this Action, including all of its officers, directors,  
12 employees, consultants, retained experts, and Outside Counsel of Record (and their  
13 support staffs).

14       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
15 Discovery Material in this Action.

16       2.13 Professional Vendors: persons or entities that provide litigation support  
17 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
18 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
19 and their employees and subcontractors.

20       2.14 Protected Material: any Disclosure or Discovery Material that is  
21 designated as “CONFIDENTIAL.”

22       2.15 Receiving Party: a Party that receives Disclosure or Discovery  
23 Material from a Producing Party.

24 **3. SCOPE**

25       The protections conferred by this Stipulation and Order cover not only  
26 Protected Material (as defined above), but also (1) any information copied or  
27 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
28

1 compilations of Protected Material; and (3) any testimony, conversations, or  
2 presentations by Parties or their Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial shall be governed by the orders of the  
4 trial judge and other applicable authorities. This Order does not govern the use of  
5 Protected Material at trial.

#### 6 **4. DURATION**

7 Even after final disposition of this litigation, the confidentiality obligations  
8 imposed by this Order shall remain in effect until a Designating Party agrees  
9 otherwise in writing or a court order otherwise directs. Final disposition shall be  
10 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
11 or without prejudice; and (2) final judgment herein after the completion and  
12 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
13 including the time limits for filing any motions or applications for extension of time  
14 pursuant to applicable law.

#### 15 **5. DESIGNATING PROTECTED MATERIAL**

##### 16 **5.1 Exercise of Restraint and Care in Designating Material for** 17 **Protection.**

18 Each Party or Non-Party that designates information or items for protection  
19 under this Order must take care to limit any such designation to specific material  
20 that qualifies under the appropriate standards. The Designating Party must designate  
21 for protection only those parts of material, documents, items or oral or written  
22 communications that qualify so that other portions of the material, documents, items  
23 or communications for which protection is not warranted are not swept unjustifiably  
24 within the ambit of this Order.

25 Mass, indiscriminate, or routinized designations are prohibited. Designations  
26 that are shown to be clearly unjustified or that have been made for an improper  
27 purpose (e.g., to unnecessarily encumber the case development process or to impose  
28 unnecessary expenses and burdens on other parties) may expose the Designating

1 Party to sanctions.

2 If it comes to a Designating Party's attention that information or items that it  
3 designated for protection do not qualify for protection, that Designating Party must  
4 promptly notify all other Parties that it is withdrawing the inapplicable designation.

5 5.2 Manner and Timing of Designations. Except as otherwise provided in  
6 this Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material  
7 that qualifies for protection under this Order must be clearly so designated before  
8 the material is disclosed or produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic  
11 documents, but excluding transcripts of depositions or other pretrial or trial  
12 proceedings), that the Producing Party affix at a minimum, the legend  
13 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
14 contains protected material. If only a portion of the material on a page qualifies for  
15 protection, the Producing Party also must clearly identify the protected portion(s)  
16 (e.g., by making appropriate markings in the margins).

17 A Party or Non-Party that makes original documents available for inspection  
18 need not designate them for protection until after the inspecting Party has indicated  
19 which documents it would like copied and produced. During the inspection and  
20 before the designation, all of the material made available for inspection shall be  
21 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
22 documents it wants copied and produced, the Producing Party must determine which  
23 documents, or portions thereof, qualify for protection under this Order. Then, before  
24 producing the specified documents, the Producing Party must affix the  
25 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a  
26 portion of the material on a page qualifies for protection, the Producing Party also  
27 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
28 in the margins).

1 (b) for testimony given in depositions that the Designating Party  
2 identifies the Disclosure or Discovery Material on the record, before the close of the  
3 deposition all protected testimony.

4 (c) for information produced in some form other than documentary and  
5 for any other tangible items, that the Producing Party affix in a prominent place on  
6 the exterior of the container or containers in which the information is stored the  
7 legend "CONFIDENTIAL." If only a portion or portions of the information  
8 warrants protection, the Producing Party, to the extent practicable, shall identify the  
9 protected portion(s).

10 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
11 failure to designate qualified information or items does not, standing alone, waive  
12 the Designating Party's right to secure protection under this Order for such material.  
13 Upon timely correction of a designation, the Receiving Party must make reasonable  
14 efforts to assure that the material is treated in accordance with the provisions of this  
15 Order.

## 16 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

17 6.1. Timing of Challenges. Any Party or Non-Party may challenge a  
18 designation of confidentiality at any time and in a manner that is consistent with the  
19 Court's Scheduling Order.

20 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
21 resolution process under Local Rule 37.1 et seq.

22 6.3 The burden of persuasion in any such challenge proceeding shall be on  
23 the Designating Party. Frivolous challenges, and those made for an improper  
24 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
25 parties) may expose the Challenging Party to sanctions. Unless the Designating  
26 Party has waived or withdrawn the confidentiality designation, all parties shall  
27 continue to afford the material in question the level of protection to which it is  
28

entitled under the Producing Party's designation until the Court rules on the challenge.

## **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section 12 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional



Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediators or settlement officers and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
PRODUCED IN OTHER LITIGATION.**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

1 If the Designating Party timely seeks a protective order, the Party served with  
2 the subpoena or court order shall not produce any information designated in this  
3 action as “CONFIDENTIAL” before a determination by the court from which the  
4 subpoena or order issued, unless the Party has obtained the Designating Party’s  
5 permission. The Designating Party shall bear the burden and expense of seeking  
6 protection in that court of its confidential material and nothing in these provisions  
7 should be construed as authorizing or encouraging a Receiving Party in this Action  
8 to disobey a lawful directive from another court.

9 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
10 **PRODUCED IN THIS LITIGATION**

11 (a) The terms of this Order are applicable to information produced by a  
12 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
13 produced by Non-Parties in connection with this litigation is protected by the  
14 remedies and relief provided by this Order. Nothing in these provisions should be  
15 construed as prohibiting a Non-Party from seeking additional protections.

16 (b) In the event that a Party is required, by a valid discovery request, to  
17 produce a Non-Party’s confidential information in its possession, and the Party is  
18 subject to an agreement with the Non-Party not to produce the Non-Party’s  
19 confidential information, then the Party shall:

20 (1) promptly notify in writing the Requesting Party and the Non-Party  
21 that some or all of the information requested is subject to a confidentiality  
22 agreement with a Non-Party;

23 (2) promptly provide the Non-Party with a copy of the Stipulated  
24 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
25 specific description of the information requested; and

26 (3) make the information requested available for inspection by the Non-  
27 Party, if requested.  
28

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

**10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

**11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the

1 parties may incorporate their agreement in the stipulated protective order submitted  
2 to the court.

### 3 **12. MISCELLANEOUS**

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
5 person to seek its modification by the Court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
7 Protective Order, no Party waives any right it otherwise would have to object to  
8 disclosing or producing any information or item on any ground not addressed in this  
9 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
10 ground to use in evidence of any of the material covered by this Protective Order.

11 12.3 Filing Protected Material. A Party that seeks to file under seal any  
12 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
13 only be filed under seal pursuant to a court order authorizing the sealing of the  
14 specific Protected Material at issue. If a Party's request to file Protected Material  
15 under seal is denied by the court, then the Receiving Party may file the information  
16 in the public record unless otherwise instructed by the court.

### 17 **13. FINAL DISPOSITION**

18 After the final disposition of this Action, as defined in paragraph 4, within 60  
19 days of a written request by the Designating Party, each Receiving Party must return  
20 all Protected Material to the Producing Party or destroy such material. As used in  
21 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
22 summaries, and any other format reproducing or capturing any of the Protected  
23 Material. Whether the Protected Material is returned or destroyed, the Receiving  
24 Party must submit a written certification to the Producing Party (and, if not the same  
25 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
26 (by category, where appropriate) all the Protected Material that was returned or  
27 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
28 abstracts, compilations, summaries or any other format reproducing or capturing any

of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

#### **14. VIOLATION**

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

**IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

Dated: October 2, 2023, 2023

**HINES HAMPTON PELANDA LLP**

By: /s/ Christine M. Emanuelson  
 Marc S. Hines  
 Christine M. Emanuelson  
 Sara M. Rynerson  
 Attorneys Defendant,  
 AMCO Insurance Company

Dated: September 27, 2023

**LAW OFFICES OF BURG & BROCK**

By: /s/ Craig D. Rackohn  
 Craig D. Rackohn  
 Attorney for Plaintiff,  
 Zari Esteghlal

#### **ORDER**

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

DATED: October 4, 2023

  
 \_\_\_\_\_  
 Honorable Sheri Pym  
 U.S. Magistrate Judge

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address] declare under  
penalty of perjury that I have read in its entirety and understand the Stipulated  
Protective Order that was issued by the United States District Court for the Central  
District of California on \_\_\_\_\_, 2023 in the case of *Zari Esteghlal v.*  
*AMCO Insurance Company*, U.S. District Court Case No. 5:23-cv-00235-JGB-SP. I  
agree to comply with and to be bound by all the terms of this Stipulated Protective  
Order and I understand and acknowledge that failure to so comply could expose me  
to sanctions and punishment in the nature of contempt. I solemnly promise that I  
will not disclose in any manner any information or item that is subject to this  
Stipulated Protective Order to any person or entity except in strict compliance with  
the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print or  
type full name] of \_\_\_\_\_ [print or type  
full address and telephone number] as my California agent for service of process in  
connection with this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_